

(Please remove Serial 04054-C from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR:

**PLASTIC PRODUCTS: ICE BAGS, CLIPPED CASINGS, & CLIPS (NIGP CODE 64060)**

**1.0 INTENT:**

The intent of this Invitation for Solicitation is to establish a contract for ice bags, clipped casings, and clips. Also included are blanket discounts for related supplies as covered by current pricing documents.

**2.0 TECHNICAL SPECIFICATIONS:**

Clipped casings will be used as containers for food to be pumped from the kettle, for the purpose of storing in cold and frozen temperatures for later use, for reheating of food and for distributing cooked food to various correctional facilities. Ice Bags will be used to bag daily ice production generated by the Ice Maker (40 # and 10# units). Ring closure wire will be used, in conjunction with the automatic bag closer with conveyor, to secure bagged ice.

**2.1 CASINGS:**

**2.1.1 C-300 10 X 30, Cryovac or equal.**

2.1.1.1 The casing shall be able to with stand "shock" of going from deep-freeze storage directly into boiling water for reheating purposes.

2.1.1.2 The casing shall be able to withstand the rigors of handling and distribution. Tears must be difficult to initiate or propagate. It's toughness shall withstand the danger of rupture when tumbled inside the refrigeration units.

2.1.1.3 The casing must have a two (2) gallon capacity, 10" x 30" in size and thickness of between 4.3 to 4.7 mil.

2.1.1.4 Tensile strength: @ 73 °F-6,000, Modulus of elasticity (stiffness) @ 73 °F-60,000; Elongation, % @break @73 °F-600

**2.4.2 Metal Clips, Z400 Series Stick Clips or equal**

**2.2 ICE BAGS:**

2.2.1 40 lb. Ice Bags - 17" x 35" + 1.75" lip on wickett with 6" gusset bottom, 5 mil thick with a 6.5 inch Sheriff Star (provided as Exhibit 1) centered between 10" x 15" area. The bottom of the 10" x 15" is located approximately 1.5 inches from the bottom of the bag.

2.2.2 10 lb. Ice Bags - 12" x 21" + 1.75" lip on wickett with 3" gusset bottom, 1.5 mil thick with 4.5 inch Sheriff Star (provided as Exhibit 1) centered between 8" x 12" area. The bottom of the 8" x 12" area is located approximately 1.5 inches from the bottom of the bag.

**2.3 RING WIRE CLOSURE:**

2.3.1 14-gauge wire, galvanized steel, 50 lb. spool.

2.3.2 17-gauge wire, galvanized steel, 50 lb. spool.

**2.4 TAX:**

*No tax shall be levied against labor.* Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

**2.5 DELIVERY:**

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within seven (7) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

**2.6 SHIPPING DOCUMENTS:**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

**2.7 INVOICING REQUIREMENTS:**

A proper invoice billed to the appropriate County agency per the purchase order instructions, whether picked up or delivered, shall accompany all item(s) purchased by the County.

All invoices shall indicate the following:

- (1) Contract number;
- (2) County purchase order number;
- (3) Quantity;
- (4) Description of material, including item number;
- (5) Pricing per unit.

**2.8 STOCK:**

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

**2.9 SAMPLES:**

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

**2.10 PRODUCT DISCONTINUANCE:**

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.10.1 Documentation from the manufacturer that the product of model has been discontinued.
- 2.10.2 Documentation that names the replacement product or model.
- 2.10.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.10.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.10.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

**2.11 ADDITIONAL PRICING:**

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested.

**2.12 CONTRACTOR REVIEW OF DOCUMENTS:**

Contractor shall review its bid submission to assure the following requirements are met.

- 2.12.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.12.2 Pricing pages, MANDATORY (Attachment A)
- 2.12.3 Vendor Information, MANDATORY (Attachment D)
- 2.12.4 Agreement page, MANDATORY (Attachment B)

**3.0 SPECIAL TERMS & CONDITIONS:**

**3.1 CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

**3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

*ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS MUST BE SUBMITTED THIRTY (30) DAYS PRIOR* to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.4.1 Compliance with specifications

3.4.2 Price

3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.7 INDEMNIFICATION:

3.7.1 INDEMNIFICATION.

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract.

**CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.7.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504  
(astupka@mail.maricopa.gov )

Technical telephone inquiries shall be addressed to:

Stephen Krausnick, Sheriff's Procurement, 602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy" (labeled). Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

**B & S SUPPLY COMPANY INC, 3725 W THOMAS ROAD, PHOENIX, AZ 85019-4426****C736003 / B0604665 / NIGP CODE 64060, 08590**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:   X   YES        NOWILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?   X   YES        NOIF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?        YES   X   NOINTERNET ORDERING CAPABILITY:   X   YES        NO        % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:   X   YES        NO**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

	<b><u>ITEM DESCRIPTION</u></b>	<b><u>ESTIMATED MONTHLY</u></b>	<b><u>BRAND</u></b>	<b><u>UNIT OF SALE</u></b>	<b><u>PRICE PER UNIT OF SALE</u></b>	<b><u>EACH PRICE</u></b>
2.2	<b>Ice Bags</b>					
	40 lb. Ice Bags - 17" x 35" with 6.5 inch Sheriff Star	10,000 /ea	LINDAMAR INDUSTRIES	EACH	\$0.195	\$1,950.00
	10 lb. Ice Bags - 12" x 21" with 4.5 inch Sheriff Star	10,000 /ea	LINDAMAR INDUSTRIES	EACH	\$0.046	\$460.00
2.3	<b>Closure wire</b>					
	14 gauge wire, galvanized steel, 50 lb. spool	10 spools	MODEREN TOUR	SPOOL	\$69.00	\$690.00
	17 gauge wire, galvanized steel, 50 lb. spool	10 spools	MODEREN TOUR	SPOOL	\$30.00	\$300.00

**B & S SUPPLY COMPANY INC, 3725 W THOMAS ROAD, PHOENIX, AZ 85019-4426**

**C736003 / B0604665 / NIGP CODE 64060, 08590**

Terms:	Net 30
Vendor Number:	<b>W000001709 X</b>
Telephone Number:	602-256-6155
Fax Number:	602-495-9879
Contact Person:	William Frazier
E-mail Address:	<a href="mailto:bandssupply@aol.com">bandssupply@aol.com</a>
Insurance Certificate	Required
Contract Period:	To cover the period ending <b>AUGUST 31, 2007</b>



**PACKAGING FACTORY LTD THE, PMB #321, 8000 PLAZA BLVD, MENTOR, OH 44060-5532**

**C736003 / B0604665 / NIGP CODE 64060, 08590**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:   X   YES        NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?   X   YES        NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?        YES   X   NO

INTERNET ORDERING CAPABILITY:        YES   X   NO        % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:   X   YES        NO

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

	<b><u>ITEM DESCRIPTION</u></b>	<b><u>ESTIMATED MONTHLY USAGE</u></b>	<b><u>BRAND</u></b>	<b><u>UNIT OF SALE</u></b>	<b><u>PRICE PER UNIT OF SALE</u></b>	<b><u>EACH PRICE</u></b>
2.1	<b>Casing</b>				<b>eff. 3/17/06</b>	<b>eff. 3/17/06</b>
	C-300 10 X 30, Cryovac or equal	10,000/ea	SOUPER BAGS (SB1030)	400 BAGS PER CASE	<del>\$148.00</del> <del>435.00</del> / CASE	<del>\$0.37</del> <del>0.3375</del> / BAG
	Metal Clips, Z400 Series Stick Clips or equal	25,000/ea	TIPPER TIE (Z-411)	25,000	\$550.00	\$0.022

**Additional Pricing:**

State product/pricing/unit pricing

**Identify** catalog/effective date duration of catalog or published price listing and **percent of discount offered**. *Include with submission.*

SEE ENCLOSED PRODUCT BROCHURE

**PACKAGING FACTORY LTD THE, PMB #321, 8000 PLAZA BLVD, MENTOR, OH 44060-5532**

**C736003 / B0604665 / NIGP CODE 64060, 08590**

Terms:	NET 30
Vendor Number:	<b>W000003621 X</b>
Telephone Number:	440-205-8645
Fax Number:	440-255-4578
Contact Person:	DEBORAH MLADEK GEHRING
E-mail Address:	<a href="mailto:sales@cookchillsupplies.com">sales@cookchillsupplies.com</a>
Company Web Site:	<a href="http://www.cookchillsupplies.com">www.cookchillsupplies.com</a>
Insurance Certificate	Required
Contract Period:	To cover the period ending <b>AUGUST 31, 2007</b>